

MASTER CONTRACT

BETWEEN THE

**CENTRAL CITY COMMUNITY
SCHOOL DISTRICT**

AND THE

**CENTRAL CITY EDUCATION
ASSOCIATION**

FOR THE

2006-07 SCHOOL YEAR

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ARTICLE I

PREAMBLE

The Board of Directors of the Central City Community School District and the Central City Education Association recognize and declare that providing a quality education for the students of Central City Community School District is their mutual desire. The parties further recognize that attainment of this educational objective is a joint responsibility of the Board, the administrative and supervisory staff and the professional teaching personnel of the District.

Therefore, it is the aim of the parties to this Agreement to accommodate their respective interests consistent with the foregoing principle.

ARTICLE II

DEFINITION: UNIT DESCRIPTION: RECOGNITION

A. Definitions

1. The term "Board", as used in this Agreement, shall mean the Board of the Central City Community School District or its duly authorized representatives or agents.
2. The term "Employee", as used in this Agreement, shall mean all professional employees represented by this Association in the bargaining unit as defined and certified by the Public Employment Relations Board.
3. The term "Association", as used in this Agreement, shall mean the Central City Education Association or its duly authorized representatives or agents.

B. Description and Recognition

The Board hereby recognizes that the Central City Education Association is designated and certified by the Public Employment Relations Board, (case number 551, January 20, 1976) to be the exclusive bargaining representative for the employees of Central City Community Schools. In the following bargaining unit:

INCLUDED: All full-time and part-time certified instructional staff, including librarians, counselors, nurses, special resource teachers, and special education teachers.

EXCLUDED: Superintendent, principals, and all other supervisory personnel as stated in Section four (4) of the Iowa Public Employment Relations Act of 1974.

ARTICLE III

GRIEVANCE PROCEDURES

A. Grievances

1. A grievance shall be defined as a complaint of an alleged violation, misinterpretation, or misapplication of any of the specific provisions of this Agreement.
2. Every employee covered by this Agreement shall have the right to present grievances in accordance with these procedures.

The Association grievance representative may be present at the request of the employee involved at the informal step hearing before the grievance is put into writing. The grievant has a right to representation at this and every step of the grievance procedure.

The failure of an employee to act on any grievance within the prescribed time limits will act as a bar to any further appeal, and an administrator's failure to give a decision within the time limits shall permit the grievant to proceed to the next step. The time limits, however, may be extended by mutual agreement in writing.

It is agreed that any investigation or other handling or processing of any grievance by the grievant shall be conducted so as to result in no interference with or interruption whatsoever of the instructional program and related work activities of the grievant or of the teaching staff.

3. First Step

Within ten (10) school days from the date of the event giving rise to the grievance or within ten (10) school days of knowledge of the grievance, an attempt shall be made to resolve the grievance in informal discussion between the complainant and his/her immediate supervisor.

Second Step

If the grievance cannot be resolved informally, the aggrieved employee may file the grievance in writing, and at a mutually agreeable time, discuss the matter with the supervisor. The written grievance shall state the nature of the grievance, shall note the specific clause or clauses pertaining to the grievant, and shall state the remedy requested. The filing of the formal, written grievance at the second step must be within ten (10) school days from the date of the informal meeting date.

Third Step

In the event a grievance has not been satisfactorily resolved at the second step, the aggrieved employee may file in writing, within five (5) school days of the supervisor's written decision at the second step, a copy of the grievance with

the Superintendent. Within ten (10) school days after such written grievance is filed, the aggrieved employee and Superintendent or his/her designee shall meet to resolve the grievance. The Superintendent or his/her designee shall file an answer within five (5) school days of the third step grievance meeting and communicate it in writing to the employee and the supervisor.

Fourth Step

If the grievance is not resolved satisfactorily at Step Three, there shall be available a fourth and final step. Upon approval by the Association, the grievant may submit the grievance in writing to binding arbitration by filing a written notice of the same within ten (10) school days of the step three answer.

Within ten (10) school days of written notice to submit the grievance to arbitration, the Board or the Superintendent and the grievant shall meet and attempt to agree on a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain a commitment from the arbitrator, a written report for a list of seven (7) arbitrators will be made to the Federal Mediation and Conciliation Services. In the event that arbitrators are not available from this source, the same request will be made to the Public Employment Relations Board. Each of the two parties will alternately strike one name at a time from the list until only one name shall remain. The remaining name shall be the arbitrator.

The arbitrator so selected shall confer with the Board of Education or the Superintendent and the grievant and hold hearings promptly and shall issue his/her decision not later than fifteen (15) school days from the date or the close of the hearings or, if oral hearings have been waived, then from the date the final statements and proofs on the issue are submitted to him/her. The arbitrator's decision shall be in writing and shall set forth his/her findings of fact, reasoning and conclusions on the issues submitted. The arbitrator, in his/her opinion, shall not amend, modify, nullify, ignore or add to the provisions of the Agreement. His/her authority shall be strictly limited to deciding only the issue or issues presented to him/her in writing by the School District and the grievant and his/her decision must be based solely and only upon his/her interpretation of the meaning or application of the expressed relevant language of the Agreement. Expenses for the arbitrator's service shall be borne equally by the School District and for Association.

B. Miscellaneous

1. Reprisals

The Board will not interfere, restrain or coerce an employee with respect to the adjustment of grievances.

2. Separate Grievance File

All documents, communications and records dealing with a grievance shall be kept in a grievance file that is separate from the employee's personal file.

3. Group Grievance

If a group of two or more employees has the same complaint, they may submit their complaint to the grievance procedure beginning at the first step and the grievance may be processed through all levels of the grievance procedure. In a group grievance, all employees involved in the grievance may be present at all steps of the grievance process and the Association may represent the group through all levels of the grievance procedure. The Association may initiate a group grievance at the third step.

4. Year End Grievance

In grievances processed between the end of one school year and beginning of the next year, the initiation of procedure shall begin at a mutually agreeable time. The computation of working days shall mean Monday through Friday (exclusive of Memorial Day and July 4). If the last day of the time limit falls on either holiday, the time limit shall be extended to the next work day.

5. All grievance meetings and hearings shall be conducted in private.

ARTICLE IV

PAYROLL DEDUCTIONS

A. Authorization for Dues Deduction

I, _____
(first name) (initial) (last name)

hereby request and authorize the Board of Education of the Central City Community School District to deduct from my earnings in _____ equal installments Education Association dues in the total amount of \$ _____ beginning with the _____ pay period. The Board of Education will remit by the first of the month following the pay period of each month for me and on my behalf to the Treasurer of the Central City Education Association the monthly deduction. I reserve the right to revoke this authorization by submitting in writing a thirty (30) day notice to my employer and the Treasurer of the said organization. If I terminate my employment prior to the last deduction period, I authorize the Board to deduct the total dues payable unless the Treasurer informs the Board of Education in writing that satisfactory arrangements have been made.

(Date)

(Signature)

(Social Security Number)

B. Other Payroll Deductions

Upon appropriate written authorization from the employee, the Board may deduct from the salary of any employee and make appropriate remittance for annuities, credit union(s), savings bonds, charitable donations, or any other plans or programs. Such deductions must be approved by the Superintendent.

C. The Association agrees to indemnify and hold harmless the Board, each individual Board member, and all administrators against any and all claims, costs, suits, or other forms of liability and all court costs arising out of the application of the provisions in the agreement between the parties for dues deductions.

ARTICLE V
WAGES AND SALARIES

- A. The salary schedules shall be found in Appendixes A and B.
- B. Full credit for up to ten (10) years of previous teaching experience will be given, provided experience was within the last twelve (12) years. The District may give credit for fractional years and years of experience beyond ten (10) years.
- C. The Board shall provide its employees with the protection afforded by Chapter 670 of the Code of Iowa.
- D. Graduate semester hour credits earned by a teacher prior to September 1st in his/her academic area shall count for advancement on the salary schedule.

Graduate semester hour credits in another academic area approved by the Superintendent shall also count for advancement on the salary schedule. Graduate semester hour credits in an advanced degree program which are approved by the Superintendent shall also count for advancement on the salary schedule.

- E. Teachers with no preparation periods will receive extra compensation at the rate of eight percent (8%) of the base per semester.
- F. All staff shall be required to participate in and/or supervise, without compensation, up to five (5) professional activities and/or non-professional activities outside the normal eight (8) hour day. Additional professional activities and/or non-professional activities shall be voluntary and compensated at the rate of fifteen dollars (\$15.00) per duty. However, if there are no volunteers, the administration has the right to assign the duty.

PROFESSIONAL ACTIVITIES

Elementary Open House
Elementary Spring Concert
Elementary Christmas Concert
Kindergarten Parent Night
Middle School Open House
Middle School Orientation Night
High School Open House
High School Graduation

NON-PROFESSIONAL ACTIVITIES

Chaperone School Dance (Considered 1 duty for the entire year.) Tickets, Scoreboard, Line Judge or Timer at sporting events.

Employees are required to work up to 4 of the above activities without compensation, beyond 4 compensation is at \$15 per duty. If there are no volunteers, duties can be assigned by the administration.

- G. Employees who are new to the District, at their option, may elect to receive fifty percent (50%) of the first salary installment after completion of the first ten (10) work days of employment.
- H. The District may hire new employees (without experience) up to step 1 of the salary schedule. Employees hired above step 0 will remain on step until their district experience allows movement on the schedule.
- I. When a teacher is required to take another teacher's class at the same time as his/her own class, the teacher will be compensated at the rate of seventeen dollars (\$17) per period not to exceed \$100 in one day.

ARTICLE VI
EXTENDED CONTRACTS

A. Extended Contract Payment

An employee required to work beyond the regular school year, shall be compensated at 1/190 of the beginning base salary per day of contract length beyond the one hundred ninety-three (193) day basic contract.

B. Summer Driver Education

Summer driver education instructors will be paid at a rate of twenty dollars (\$20.00) per hour.

ARTICLE VII INSURANCE

A. Health and Major Medical Coverage

Subject to policy age restrictions, the Board shall provide hospitalization and health insurance including major medical protection for full-time employees. The Board will provide a \$110 per month amount, which the employee may take as a cafeteria plan contribution or as an annuity. This offer is restricted to those employees not electing to receive the school-provided insurance. The number of employees selecting this option may not exceed 25% of the certified staff, and they must show proof of group health insurance.

B. Life Insurance

Subject to policy age restrictions, the Board shall provide individual premiums for term life insurance for full-time employees, thirty thousand dollar (\$30,000.00) face value. Employee may buy more if the insurance company allows.

C. Dental Coverage

The Board shall pay the individual premium for dental insurance for full-time employees.

D. Full-time employee means 0.75 FTE or more.

E. Long Term Disability

The Board shall provide long term disability insurance for all employees working thirty (30) hours per week. Benefits shall begin after a one hundred twenty (120) day qualification period and shall be sixty percent (60%) of monthly salary. Employees will pay for this benefit by payroll deduction.

F. Selection of Carriers

All insurance carriers shall be selected by the Board with a committee from the Association acting in an advisory capacity. Whenever a change of insurance carrier is deemed necessary, the Board will notify the Association regarding the contemplated change of carrier.

G. Continuation

In the event that an employee, absent because of illness or injury, has exhausted his/her sick leave accrual, the previously mentioned benefits shall continue throughout the duration of the contract period. Employees on paid leave shall continue to have Board contributions made according to the level described. Employees on non-paid leave for one month or longer shall have the option to continue any or all of the Board-paid benefits by paying the premiums to the Board before the billing date, provided approval has been obtained from the insurance carrier (this provision is not intended to conflict with the Family Medical Leave Act).

ARTICLE VIII

LEAVES OF ABSENCE

A. Sick Leave

1. Any employee may be absent with pay for personal illness or injury. The Board reserves the right to ask said employee to present a certificate signed by a physician. The following number of days of sick leave may be earned:

First year of employment	10 days
2 nd year	11 days
3 rd year	12 days
4 th year	13 days
5 th year	14 days
6 th year and subsequent years	15 days
A maximum of 120 days may be accumulated	

2. An additional day per year shall be added for each month worked beyond the regular school year. Employees working under separate summer contracts will have one day added for each summer month contracted when they actually begin summer duties. Employees who begin employment after the start of the contract period shall have the first year's sick leave pro-rated to cover the actual time remaining in the contract period.

B. Bereavement Leave

In the event of the death of a husband or wife, child or stepchild, mother, father, sister or brother, a leave of five (5) days may be granted (non-cumulative). For the death of a grandparent, grandchildren, mother/father-in-law, sister/brother-in-law, or son/daughter-in-law, three (3) days may be granted (non-cumulative).

C. Illness in Family Leave

1. In the event of serious illness to husband, wife, child or stepchild, brother, sister or parent, a leave of four (4) days may be granted each year (non-cumulative). In the event of serious illness to a grandparent, grandchild, mother/father-in-law, sister/brother-in-law, or son/daughter-in-law, one (1) day of leave may be granted each year (non-cumulative). It is understood that the administration may inquire as to the nature of the illness.
2. Employees will have two additional family illness days available for their use. The employee will be paid ½ of their daily wages for these additional family illness days if used. This leave is non-cumulative.

3. An additional special leave of up to and including three (3) days may be granted to an employee in cases of extreme illness or injury (limited to spouse or children). These days may be granted at the discretion of administration after applicable family illness and personal days have been exhausted. This leave is non-cumulative.
4. Employees of the District are entitled to family medical leave to the same extent and subject to the same terms and conditions as set forth in the Family Medical Leave Act of 1993 and the regulations implementing the Act. No provision of the Act is diminished by the inclusion of this provision in this contract nor are the pre-existing provisions for family or medical leave provisions of this contract diminished by the inclusion of this provision in this contract.
5. The parties agree that when an employee is on paid sick leave relating to the birth of a child and the child when born has an illness or injury, the employee is eligible for use of family illness leave.

D. Personal Business

1. Two paid personal days will be allowed each year with the following restrictions:
 - a. That these dates not include the student contact day directly preceding or following a vacation or a holiday nor during the first and/or last two weeks of the school year. Exceptions to this rule for emergency situations may be granted at the discretion of the Superintendent.
 - b. That no more than two (2) teachers use a personal day at the same time.
 - c. That personal days be approved in writing at least three (3) days in advance, unless special arrangements are made with the administration.
 - d. A maximum of three (3) days may be accumulated.
2. Personal leave days that would be lost due to the accumulation limit may be cashed out at the current substitute pay rate or may be carried over to a maximum of four days for family illness leave, bereavement leave, or personal sick leave. Employees will notify the Superintendent's office by June 1 of their preference under this paragraph. The bereavement leave and/or family illness leave days under this paragraph are not limited to the family members listed in paragraph B or C of this Article.

E. Absences for Other Reasons

1. Other funerals – deduct 1/193rd of annual salaries.
2. Contest – music, declamatory, athletics, etc., are considered part of the teacher's work and do not involve pay deductions. Approval must be secured by the Superintendent or principal.

3. Professional conventions or conferences are considered an aid to the school and employees may attend on full pay if approved by the Superintendent.
 4. Unpaid leaves may be granted at the discretion of the Central City Board. Requests for leave must be in writing and must specify the reason(s) and duration. The requests must be given to the Superintendent prior to the preparation of the Board agenda. However, special unpaid leaves may be granted at the discretion of the administration in cases of extreme illness, injury or death, when all other leave has been exhausted. Individuals covered are those noted in C.1. plus siblings.
- F. It is the responsibility of employees to notify their immediate supervisor or his/her designee no later than 7:00 a.m. of their need to be absent.
- G. No employees shall receive sick leave benefits for any day on which they perform gainful employment for any other organization, group or individual.
- H. Jury Duty and Legal Leave
1. An employee who is called for jury duty or for court appearances, under subpoena, shall be excused from work on the days which he/she serve as jurors or is required to appear in answer to a subpoena without loss of pay. Cases involving an employee's personal matters shall be excluded. Employees shall promptly contact their supervisor for instruction on whether or not to return to school when excused from jury duty.
 2. Any fees or remuneration the employee receives for jury duty or subpoenaed court appearance shall be turned over to the Central City Community School.
- I. Association Leave
1. Up to eight (8) days shall be available for representatives of the Association to attend conferences, conventions or other activities of the local, state and national affiliated organizations, provided no person may use more than four (4) days.
 2. The principal shall be notified of the necessity for attending meetings at least ten (10) days prior to the anticipated attendance whenever possible.
 3. When a substitute is required, the Association shall reimburse the Board for the cost of the substitute.
- J. Part-time employees shall be granted leaves of absence on a pro-rata basis.
- K. The Superintendent may grant leave with pay, without pay or with the employee reimbursing the District for the cost of a substitute, for good cause shown. The granting or denial of this leave is not grievable.
- L. A day of leave is equal in length to an employee's contract day. Changing from full to part-time or the reverse will not change the number of leave days accumulated or otherwise available to the employee but will change the length of the day.

ARTICLE IX

CALENDAR

A. Work Year

The Board shall annually adopt a calendar setting forth pupil attendance days, in-service and workdays, paid holidays and school vacation periods. The calendar shall include one hundred ninety-three (193) paid employee days, of which one hundred eighty (180) will be pupil attendance days, eight (8) will be in-service or workdays, and five (5) will be paid holidays. In 2006-07, if the state pays for one or two additional days for staff development these days will be in addition to the above stated 193 days.

B. Paid Holidays

The five paid holidays in the school calendar shall be:

Labor Day
Thanksgiving Day
Christmas
New Year's Day
Good Friday

C. Unpaid Vacations

At least five (5) week days, exclusive of Christmas Day and New Year's Day, will be designated as winter vacation and at least two (2) week days, exclusive of Good Friday, will be designated as spring vacation, and set forth as such in the school calendar.

D. Association Recommendations

The Association will be encouraged to make a recommendation concerning the structure of the calendar and this recommendation will receive consideration in the construction of the official calendar.

E. Notification of Change

In the event that the Board or its representative finds it necessary to make any change or changes in the school calendar during the term of its operation, the Superintendent will notify all employees of the change or changes within five (5) working days after such change or changes are made. Changes in the school calendar which affect vacations and/or holidays as set forth in items B and C above shall be made only after agreement between the Association and the Board or their duly authorized representatives.

ARTICLE X

EMPLOYEE HOURS

A. Pupil Attendance Days

The maximum required employee workday shall not exceed eight (8) hours, including lunch time and preparation time, on school premises, unless excused by the responsible administrator, but excluding extra-curricular responsibilities.

On Fridays, or on a workday when students are in attendance, preceding a School District designated holiday or vacation period, employees shall be excused after students have been dismissed for the day, provided further student supervision is not needed as determined by the principal.

It shall be the objective of the School District to provide employees with a duty-free lunch period. Preparation time will be provided during the time students are typically in attendance.

1. High school and middle school employees working 6/8 time (seventy-five percent) (75%) or more will be granted at least one (1) full preparation class period.
2. High school and middle school employees on staff during the 1990-91 school year who work less than 6/8 (seventy-five percent) (75%) time will receive at least a pro-rated preparation class period.
3. High school and middle school employees hired after July 1, 1991 who work less than 6/8 time (seventy-five percent) (75%) but half (1/2) time (fifty percent) (50%) or more will be granted at least a pro-rated preparation class period. Employees who work less than half (1/2) time (fifty percent) (50%) may not receive a preparation class period at the discretion of the District.
4. The working time will be calculated without preparation time. Contract time will be calculated including preparation time.
5. For the elementary teachers, the district will attempt to provide 225 minutes per week of preparation time on average during a semester.
6. The administration shall have the right to assign a teacher to substitute at the rate of seventeen dollars (\$17.00) per 45 minute period for the loss of preparation time.

B. Non Pupil Attendance Days

On workdays, when school is not in session, the hours will be set by the Superintendent, but shall not exceed eight (8) hours.

C. Early Dismissal to Attend Class

Employees will be permitted to leave at the end of the student day to attend class provided that:

1. The class being taken is related to the employee's duties in the Central City Community Schools.
2. The class being taken has been approved by the Superintendent.

- D. On days when school is delayed due to inclement weather, staff members will be allowed to arrive at least thirty (30) minutes prior to the arrival of the students. On days when school is dismissed early due to inclement weather, staff members will be allowed to leave as soon as the students are out of the building.*

*Refer to settlement of grievance filed on 9/14/99.

E. Parent-Teacher Conference Days

On days when there are parent-teacher conferences, the maximum number of hours in the workday may exceed the normal 8-hour workday, but shall not exceed a 12-hour workday. Teachers will receive one full workday as comp time in exchange for two 4-hour conference periods.

ARTICLE XI

STAFF REDUCTION PROCEDURE

A. Coverage

All certified employees shall be entitled to all terms and conditions of this Article except as expressly noted herein.

B. Layoffs

Whenever a reduction in employees is deemed necessary by the Board, due to reasons of the type such as decrease in enrollment, educational program changes, and budgetary or financial limitations, the procedure set forth in this Article shall be followed to determine those employees to be placed on staff reduction leave without any pay or benefits, effective at the end of their current contract.

C. Reduction Within Units or Programs.

Staff Reduction shall be determined on a unit or program basis.

1. Kindergarten through grade five (5), classroom teachers as a unit.
2. Grades six (6) through eight (8), classroom teachers as a unit.
3. Grades nine (9) through twelve (12), by curriculum programs:
 - a. Business Education
 - b. World Language
 - c. Family and Consumer Science
 - d. Industrial Arts
 - e. Language Arts/English/Reading
 - f. Mathematics
 - g. Science
 - h. Social Studies
 - i. Agricultural Education
4. The following separate areas shall comprise the fourth (4) unit, by programs:
 - a. Art
 - b. Instrumental Music
 - c. Media Specialists
 - d. Nurses
 - e. Physical Education
 - f. Vocal Music
 - g. Counselors
 - h. Special Education
 - i. Title I
 - j. Reading Recovery

D. Criteria

1. In all units and/or programs as defined in C.1, C.2, C.3 and C.4, staff reduction shall be based on seniority. Seniority means total years of professional service in the District.
2. Total professional service shall mean complete or partial years of employment in the District. Partial contracts will be added as fractions of years. A contract of three-fourths (3/4) time or more shall be equal to one (1) year. Any individual working less than three-fourths (3/4) time will receive seniority on a pro-rated basis, but will receive annual increases according to the salary schedule.
3. This Article does not limit an employee to the number of years he/she has been serving in the particular unit or program in which he/she is now serving, nor does it imply continuous employment in the District.
4. When seniority is equal after applying these criteria, employees in an advanced lane are more senior than employees in a less advanced lane. When seniority is equal after applying these criteria, demonstrated performance as determined by the formal evaluation shall be the second determining factor. The formal evaluations used shall be that of the current school year, as provided in Article XVI, "Employee Evaluation." If seniority is still tied, the District may use the date of signing the first contract, and if still tied, random selection will be used.
5. If the least senior employee is necessary to maintain an existing program, then the next least senior employee may be staff reduced instead of the least senior employee. Necessary to maintain an existing program means that situation when the least senior employee in the affected unit or program is the only employee teaching in another unit or program.

E. Seniority Listed

1. As of the effective date of this Agreement, each employee may choose up to two units and/or programs as defined in Sections C.1, C.2, C.3 and C.4 to which they are assigned and ranked in order of seniority for the purposes of staff reduction only. The unit(s) and/or program(s) selected must be ones for which the employee is certified and has had prior local contracted teaching experience. If an employee is teaching in two (2) or more units and/or programs, the employee may choose two (2) units and/or programs he or she is presently teaching or one (1) such unit and/or program and one in which the employee has prior local contracted experience. If an employee does not select a unit or program in which the employee is teaching, the employee shall have no seniority in that unit or program.

Exploratory units taught in grades six (6) through eight (8) do not constitute prior local contracted teaching experience.

2. The selection of a unit(s) and/or program(s) shall be completed by September 30. New employees hired after September 30 shall make their selection within thirty (30) school days after the initial date of employment.
3. When staff reduction is to occur within a unit and/or program, the least senior member of that unit or program shall be reduced first. Employees with no seniority because of not choosing a unit in which they teach and probationary teachers (first or second year of teaching) shall be considered to have the same seniority, but not tied, and the District shall determine which employee shall be reduced. If the least senior member of the affected unit or program has a second staff reduction listing, then he/she may become a member of that second unit or program, and the least senior member of that second unit or program shall then be placed on staff reduction. This process shall continue until the necessary staff reduction occurs. Extra curricular assignments shall not be considered where staff reduction is necessary.
4. A seniority list of names for each unit and/or program shall be provided annually to all employees and the Association by October 31.

F. Notification

Notice shall be given to each employee affected by this procedure and the Association as set by state law, preceding the year staff reduction is to be effective. Such notice shall include specific written reasons for the reduction of staff.

G. Recall Rights

1. The Board shall inform all employees on staff reduction leave of all vacancies within the school system. Such notification shall be in writing.

Staff members placed on reduction under this procedure shall have recall rights to any position for which they are certified and qualified, or for which they may have become certified while on reduction, for two (2) years from the effective date of reduction, and shall be recalled to available positions for which they are certified and qualified in reverse order of placement on staff reduction leave. Employees on reduction shall advise the District promptly of any change in certification.

2. An employee selected for recall will be informed by the Board of his/her re-employment in writing. Such written notice shall specify the position to which the employee is being recalled and the date of such recall. Any such notice shall be mailed by certified mail, return receipt requested, to the last known address of the employee in question as shown on the School District's record. Any such notice shall be considered received by the employee five (5) days after posting or on the date the return receipt is signed, whichever is sooner. It shall be the responsibility of each employee on staff reduction to keep the Board advised of his/her current address. Within ten (10) calendar days after an employee receives this notice of re-employment, he/she must advise the Board in writing, either hand delivered and receipted for or sent by certified mail return receipt requested and received within the allowed ten (10) calendar days, that he/she accepts the position offered in such notice and that he/she will be able to commence employment on the date specified in such notice. The commencement of employment requirement may be extended by the Superintendent. Any and all re-employment rights granted to an employee on staff reduction shall terminate upon such employee's failure to accept within ten (10) days.

3. The Board shall annually provide the Association with a current list of those who have retained recall rights provided by this Agreement.

H. Replacement Personnel

1. A person may be employed by the District as a replacement employee for the following reasons:
 - a. To replace an employee granted a leave of absence.
 - b. To replace an employee who has opted to participate in an experimental program.
 - c. To fill a vacancy which was not in existence prior to September.
2. A replacement employee shall not automatically be entitled to recall as described in this Article. At the time of hire, the replacement employee's status shall be noted on the employment contract.

I. Benefits

All benefits to which an employee was entitled at the time of reduction, including unused accumulated sick leave, shall be restored to the employee upon return to active employment. The employee shall be placed on the proper step of the salary schedule for the employee's current position, according to the employee's experience and education.

J. Probationary Employees

Employees who are probationary under Chapter 279 of the Code of Iowa do not have recall rights under this Article. For employee reference the state law is reproduced below:

279.19 unnumbered paragraph 1:

The first three years of employment of a teacher in the same school district are a probationary period. However, if the teacher has successfully completed a probationary period of employment for another school district located in Iowa, the probationary period in the current district of employment shall not exceed one year. A board of directors may waive the probationary period for any teacher who has previously served a probationary period in another school district and the board may extend the probationary period for an additional year with the consent of the teacher.

ARTICLE XII

HEALTH PROVISIONS

A. Physical Examination

Every new teacher must pass a physical examination by November 30 of the year of employment. The examination may be given by any doctor the teacher desires, providing the examination form used is that provided by the Central City School. The form is to be retained by the physician. The physician shall provide the school with the certificate of health provided by the Central City School District. Every teacher must take this physical examination every three (3) years, for the mandatory tri-annual medical examination. The Board shall reimburse the employee for the cost thereof to thirty-five dollars (\$35.00) or the actual cost of the examination, whichever is less.

B. Tuberculosis Test

State law requires that each teacher have a tuberculosis skin test every three (3) years. If the teacher is a positive reactor, an x-ray must be taken to eliminate the possibility that the teacher has an active case of tuberculosis. The employee shall pay for the cost of the x-ray.

C. District Requested Physicals

Physicals requested of an employee that relate to the Americans With Disabilities Act or Workmen's Compensation and which are requested by the District will be paid for by the District.

ARTICLE XIII

SAFETY PROVISIONS

A. Protection of Employees, Students and Property

1. Unsafe and Hazardous Conditions

Employees shall not be required to work under patently unsafe or hazardous conditions or to perform tasks which endanger their health or safety, provided this shall not excuse employees from taking such actions as may be required to safeguard students who are under the care or supervision of school authorities.

2. Use of Reasonable Force

An employee may, within the scope of his/her employment, and pursuant to Board policies, administrative regulations and directives, using no more force than is reasonable and necessary, take appropriate action in self-defense and to protect students who are under the care or supervision of school authorities and/or other persons employed by the Board and/or Board property. This paragraph shall not be construed as to condone any action which is in any respect not lawful.

3. Reporting Assaults

a. Principal or Designated Administrator

Employees shall immediately report cases of assault suffered by them, in connection with their employment, to their principal and/or other designated administrators.

b. Superintendent

The Superintendent or his/her designee shall provide appropriate assistance to the assaulted employee for needed liaison with the police and other authorities.

4. Bomb Threats

An employee shall not be required to search for a bomb. However, employees may be required to indicate to appropriate authorities conditions in or about the school which are atypical or suspicious.

5. Safety

The district will maintain supplies for employees use in dealing with blood borne pathogens. Employees may pick up supplies at the beginning of the school year and as needed.

ARTICLE XIV

EMPLOYEE EVALUATION

- A. Within two (2) weeks after the beginning of each school year, employees shall be acquainted by the Superintendent or his/her representative with the evaluation procedures to be observed. Sample copies of evaluation forms, if used, shall be made available to all employees.
- B. The performance of probationary employees shall be formally evaluated a minimum of two (2) times each school year and as deemed practical and necessary by the Superintendent or his/her representative. Beyond the probationary period, employees shall be formally evaluated a minimum of once every three (3) years and as deemed practical and necessary by the Superintendent or his/her representative. (See Iowa Code in article IX, paragraph J.) There shall be at least a fifteen (15) working day period between each formal evaluation unless otherwise requested by the employee.

First and second year teachers will be evaluated as defined in Chapter 284, the Teacher Quality Act. All employees must develop and submit an Individual Career Development Plan, as is detailed in Chapter 284, the Teacher Quality Act.
- C. Observations of the work performance of an employee shall be conducted openly for the purpose of improving the educational program. The evaluator shall have eight (8) working days from the formal classroom observation to jointly discuss the observation, reduce the evaluation to writing and provide a copy of the evaluation to the employee unless a delay is necessary.
- D. One copy of the written evaluation shall be kept on file in the Superintendent's Office.
- E. The employee shall have the right to submit a written explanation or statement regarding any evaluation included in his/her personnel file. Any written statement by the employee shall be made within eight (8) working days of the evaluation conference.
- F. An employee, presently under contract, shall have the right to review and reproduce the contents of his/her own personnel file, except for confidential security provisions. A representative of the Association may, at the employee's request, accompany the employee in this review. The employee shall have the right to respond to all materials contained in said file and to any materials to be placed in said file in the future. Such employee responses shall become a part of said file.
- G. Any complaints directed toward an employee, which are to be placed in the individual's file, are to be called to the employee's attention in writing prior to placement. The employee shall have the right to respond in writing to the complaint and have the response placed in the personnel file. Responses shall be made within eight (8) working days of the complaint being called to the employee's attention.

- H.
 - 1. In any proceeding in which the district attempts to use evaluations to justify adverse action against a teacher, the teacher may grieve the substance of such evaluations as being arbitrary, capricious, inaccurate, unjust or unfair.
 - 2. Adverse action shall be defined as: Withholding a step increase, suspension without pay or termination.
 - 3. A probationary employee (Iowa Code Section 279.19) may not grieve their evaluations during their probationary period.
- I. Probationary employee will be defined as any first or second year teacher and any teacher during his or her first year at the district. An additional year of probation in both classifications may be added at the discretion by the Superintendent or his/her representative.

ARTICLE XV

TRANSFER

A. Contract Language

A transfer is a change from one building to another or between classes or subject areas.

B. Notice of Vacancies

Employees who wish to be notified of positions in which a vacancy may occur during the summer may file, in writing by the last contracted day, a list of job categories for which they wish to be notified. The employee shall furnish a mailing address indicating where they may be contacted should any of the positions become vacant. A letter of notification of the position opening will be sent to employees who have filed a request for this notification. Vacancies during the school year shall be posted within five (5) working days of the vacancy.

C. Voluntary Transfers

Employees who desire a transfer shall file a written statement with the Superintendent. Application shall be made within five (5) working days of the posting of said vacancy. Such statement to include the grade and/or subject, and the school to which the employee desires to be transferred, in order of preference. Applications will be considered should such vacancy occur, either during the school year or during the following summer. Thereafter, the statement will not be kept on file and if a transfer is still desired a new statement must be filed. Employees whose requests are on file shall be granted an interview prior to the date of final determination.

D. Involuntary Transfer

1. The parties recognize that in order to meet the staffing needs of the District, it may be necessary to transfer an employee involuntarily. Such involuntary transfer shall not be made for arbitrary and capricious reasons.
2. Notice of such involuntary transfer shall be given in writing to the employees as soon as practical, and no later than five (5) working days after said transfer decision is made.
3. An employee shall not be reduced on salary schedule placement as a result of an involuntary transfer.
4. Employees who are being considered for involuntary transfer shall be granted an interview prior to the final determination.

E. Realignment

The administration retains the right to reassign employees within a department or organizational level of instruction.

ARTICLE XVI

COMPLIANCE CLAUSES AND DURATION

A. Individual Employee Contracts

Any individual contract between the Board and an individual employee heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, during its duration, this contract shall be controlling. Each individual employee contract shall be executed on behalf of the Board as required by law.

B. Separability

If any provision of this Agreement shall be declared illegal by a court of competent jurisdiction, then such provisions shall be deleted from this Agreement to the extent that it violates the law. All other provisions, not affected by those provisions which have been invalidated, shall remain in full force and effect.

C. Printing Agreement

The expenses of copies of this Agreement shall be shared equally by the Association and Board after agreement with the Board on format within thirty (30) days after the Agreement is signed. The Agreement shall be presented to all employees now employed or hereafter employed.

D. Notices

Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provision(s) of this Agreement, either party shall do so by telegram, letter, or fax at the following designated addresses or at such other address, as may be designated by a party in written notification to the other party.

1. If by Association, to the Board, at the Superintendent's office, Central City Community School.
2. If by Board, to Association, to President of CCEA, Central City Community School.

- E. The parties acknowledge that during negotiations which resulted in this Agreement each has had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Board and the Association for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, or with respect to any

subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement. The foregoing shall not, however, preclude the parties mutually agreeing to an amendment of this Agreement, nor preclude any party from proposing the negotiation of any item for the purpose of such amendment.

- F. This Agreement shall be effective as of August 15, 2006 and shall continue in effect until August 15, 2007.
- G. If there is a cut in State Foundation Aid, the parties will reopen bargaining to review and adjust the base salary for the year.
- H. Signature Clauses

In witness whereof the parties hereto have caused this Agreement to be signed by their respective presidents, attested by their respective chief negotiators, and their signatures placed thereon, all on the 19th day of June, 2006.

CENTRAL CITY COMMUNITY
SCHOOL DISTRICT in the County
of Linn, State of Iowa

By _____
President

By _____
Chief Negotiator

CENTRAL CITY EDUCATION
ASSOCIATION

By _____
President

By _____
Chief Negotiator

APPENDIX A - CENTRAL CITY COMMUNITY SCHOOL 2006 - 2007 SALARY SCHEDULE

Base	24500					
	BA	BA +12	BA +24	MA	MA +15	MA +24
0	1.0000	1.0300	1.0600	1.0900	1.1200	1.1500
	24500.00	25235.00	25970.00	26705.00	27440.00	28175.00
1	1.0300	1.0600	1.0900	1.1200	1.1500	1.1800
	25235.00	25970.00	26705.00	27440.00	28175.00	28910.00
2	1.0600	1.0900	1.1200	1.1500	1.1800	1.2100
	25970.00	26705.00	27440.00	28175.00	28910.00	29645.00
3	1.0900	1.1200	1.1500	1.1800	1.2100	1.2400
	26705.00	27440.00	28175.00	28910.00	29645.00	30380.00
4	1.1200	1.1500	1.1800	1.2100	1.2400	1.2700
	27440.00	28175.00	28910.00	29645.00	30380.00	31115.00
5	1.1500	1.1800	1.2100	1.2400	1.2700	1.3000
	28175.00	28910.00	29645.00	30380.00	31115.00	31850.00
6	1.1800	1.2100	1.2400	1.2700	1.3000	1.3300
	28910.00	29645.00	30380.00	31115.00	31850.00	32585.00
7	1.2100	1.2400	1.2700	1.3000	1.3300	1.3600
	29645.00	30380.00	31115.00	31850.00	32585.00	33320.00
8	1.2400	1.2700	1.3000	1.3300	1.3600	1.3900
	30380.00	31115.00	31850.00	32585.00	33320.00	34055.00
9	1.2700	1.3000	1.3300	1.3600	1.3900	1.4200
	31115.00	31850.00	32585.00	33320.00	34055.00	34790.00
10	1.3000	1.3300	1.3600	1.3900	1.4200	1.4500
	31850.00	32585.00	33320.00	34055.00	34790.00	35525.00
11	1.3300	1.3600	1.3900	1.4200	1.4500	1.4800
	32585.00	33320.00	34055.00	34790.00	35525.00	36260.00
12	1.3600	1.3900	1.4200	1.4500	1.4800	1.5100
	33320.00	34055.00	34790.00	35525.00	36260.00	36995.00
13	1.3900	1.4200	1.4500	1.4800	1.5100	1.5400
	34055.00	34790.00	35525.00	36260.00	36995.00	37730.00
14	1.4200	1.4500	1.4800	1.5100	1.5400	1.5700
	34790.00	35525.00	36260.00	36995.00	37730.00	38465.00
15		1.4800	1.5100	1.5400	1.5700	1.6000
		36260.00	36995.00	37730.00	38465.00	39200.00
16		1.5100	1.5400	1.5700	1.6000	1.6300
		36995.00	37730.00	38465.00	39200.00	39935.00
17		1.5400	1.5700	1.6000	1.6300	1.6600
		37730.00	38465.00	39200.00	39935.00	40670.00
18		1.5700	1.6000	1.6300	1.6600	1.6900
		38465.00	39200.00	39935.00	40670.00	41405.00
19		1.6000	1.6300	1.6600	1.6900	1.7200
		39200.00	39935.00	40670.00	41405.00	42140.00
20			1.6600	1.6900	1.7200	1.7500
			40670.00	41405.00	42140.00	42875.00
21			1.6900	1.7200	1.7500	1.7800
			41405.00	42140.00	42875.00	43610.00
22					1.7800	1.8100
					43610.00	44345.00
23						1.8400
						45080.00
24						1.8700
						45815.00

APPENDIX B
2006-2007
EXTRA-CURRICULUAR ACTIVITY PAY SCHEDULE
Based on percentage of the base

245.00	0	1	2	3	4	5	6
Varsity - Basketball, Football, Volleyball, Wrestling	10 2450.00	11 2695.00	12 2940.00	13 3185.00	14 3430.00	15 3675.00	16 3920.00
Varsity - Baseball, Softball, Track Instrumental Music	8 1960.00	9 2205.00	10 2450.00	11 2695.00	12 2940.00	13 3185.00	14 3430.00
Asst. H.S. Basketball, Football, Volleyball, Wrestling	7.5 1837.50	8 1960.00	8.5 2082.50	9 2205.00	9.5 2327.50	9.5 2327.50	9.5 2327.50
Asst. H.S. Baseball, Softball	5 1225.00	5.5 1347.50	6 1470.00	6.5 1592.50	7 1715.00	7 1715.00	7 1715.00
Golf, Vocal Music, 7-8 Football	5.5 1347.50	6 1470.00	6.5 1592.50	7 1715.00	7.5 1837.50	8 1960.00	8.5 2082.50
Yearbook	5.5 1347.50	6.5 1592.50	7.5 1837.50	8.5 2082.50	9.5 2327.50	10.5 2572.50	11.5 2817.50
Musical Director	4.5 1102.50	5 1225.00	5.5 1347.50	6 1470.00	6.5 1592.50	6.5 1592.50	6.5 1592.50
7-8 Baseball, Basketball, Softball Volleyball, Wrestling	4.75 1163.75	5.25 1286.25	5.75 1408.75	6.25 1531.25	6.75 1653.75	7 1715.00	7.25 1776.25
7-8 Track, Speech, Drama	4 980.00	4.5 1102.50	5 1225.00	5.5 1347.50	6 1470.00	6 1470.00	6 1470.00
H. S. Student Council, Asst. Musical Director	3 735.00	3 735.00	3.5 857.50	3.5 857.50	4 980.00	4 980.00	4 980.00
7-8 Assistant Coach (if necessary)	2.5 612.50	2.5 612.50	2.5 612.50	2.5 612.50	2.5 612.50	2.5 612.50	2.5 612.50
H.S. Cheerleader (per sport: Football Wrestling, Basketball)	2.2 539.00	2.4 588.00	2.5 612.50	2.7 661.50	2.9 710.50	2.9 710.50	2.9 710.50
7-8 Cheerleading (all)	2 490.00	2.5 612.50	3 735.00	3.5 857.50	4 980.00	4 980.00	4 980.00
Flag Auxiliary, Asst. Marching Director	1.5 367.50	1.5 367.50	1.5 367.50	1.5 367.50	1.5 367.50	1.5 367.50	1.5 367.50
FTA, National Honor Society, SODA, M.S. Student Council, Vocal Music - Elem., School Cents	1 245.00	1 245.00	1 245.00	1 245.00	1 245.00	1 245.00	1 245.00
Class Sponsors	Freshman 1 245.00		Sophomore 1.5 367.50		Junior 2.5 612.50		Senior 2 490.00
Technology	16 3920.00	17 4165.00	18 4410.00	19 4655.00	20 4900.00	21 5145.00	22 5390.00

The musical will be held on alternating years with a drama production being held the off year.

Any person moving to a higher group in a particular sport or activity will start at Step I, unless this causes no increase in salary over what the person would have received in the same group. Then the person would move to the right far enough that a raise takes place. Any person moving down will receive full credit for years of experience at the higher level.

APPENDIX C

BASE SALARY CONSIDERATIONS FOR 2006-07

- All teachers will be held to current vertical experience step except those on Step 0, Step 1, and Step 2. Veteran teachers noted will be moved to the step indicated.
- Experience teachers noted will receive a \$300 increase.
- Phase I and Phase II monies will be included in the base salary.
- \$15,000 of the Teacher Quality Compensation money would be used to help fund the salary schedule. If this amount is not available to be used in the manner stated this proposal will be renegotiated.
- Additional steps to be added to the salary schedule:
 - BA+12: 3 steps
 - BA+24: 3 steps
 - MA+24: 4 steps
- All full-time teachers will receive an equal share of the remaining teacher quality compensation money.

APPENDIX E
GRIEVANCE REPORT

Date Filed

Date Filed

_____ School District

_____ Building

Distribution of Form

1. Association
2. Employee
3. Appropriate Supervisor
4. Superintendent

Name of Aggrieved Person

LEVEL II

A. Date Violation Occurred _____

B. Section(s) of Contract or Policy Violated _____

C. Statement of Grievance _____

D. Relief Sought _____

Signature

Date

E. Disposition by Principal or Immediate Supervisor _____

Signature of Principal or
Immediate Supervisor

Date

LEVEL III

- A. _____
Signature of Aggrieved Person Date Received by Superintendent
- B. Disposition of Superintendent or His/Her Designee _____

- _____
Signature of Superintendent Date
Or His/Her Designee

LEVEL IV

- A. _____
Signature of Aggrieved Person Signature of Association President
- B. _____
Date Submitted by Arbitration Date Received by Arbitrator
- C. Disposition and Award of Arbitrator _____

Signature of Arbitrator

Date of Decision